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Memorial of the chiefs of the confederated tribes of the Kaskaskia, Peoria, Piankeshaw, and Wea Indians, praying to be reimbursed for the alleged misapplication of funds belonging to them by the Indian Department.

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MEMORIAL

OF THE

CHIEFS OF THE CONFEDERATED TRIBES OF THE KASKASKIA,
PEORIA, PIANKESHAW, AND WEA INDIANS,

PRAYING

*To be reimbursed for the alleged misapplication of funds belonging to them
by the Indian Department.*

FEBRUARY 17, 1871.—Referred to the Committee on Indian Affairs.
MARCH 2, 1871.—Ordered to be printed.

*To the Senate and House of Representatives of the United States in Congress
assembled :*

The memorial of the undersigned, the chiefs of the confederated bands of Kaskaskia and Peoria, Piankeshaw, and Wea Indians, respectfully represents that great wrong has been done to our tribe in times past by the mismanagement of our land affairs, and the misapplication of our funds, to very large amounts, in the manner hereinafter stated.

We complain of the action of the Indian Office in the sale of our trust lands, under the treaty of May 30, 1854, and of the subsequent disposition of a large amount of the fund derived from that sale.

The fourth article of the treaty aforesaid provided.

That our surplus lands should be sold at public auction, being governed in all respects, in conducting such sale, by the laws of the United States for the sale of public lands.

And the United States agree to pay to said Indians, as hereinafter provided, all the moneys arising from the sale of said lands, after deducting therefrom the actual cost of surveying, managing, and selling the same.

Our trust lands amounted to 208,645⁷¹/₁₀₀ acres, and they were sold for \$347,852 74. The expense of surveying was about \$5,000, and the expense of "managing and selling," as charged against our funds, appears to have been about \$14,000. Total cost of surveying, "managing, and selling," \$19,000.

It is of this "managing and selling" that we particularly complain.

The treaty aforesaid provided—

That the lands should be sold at auction, being governed in all respects, in conducting such sale, by the laws of the United States for the sale of public lands.

The laws of the United States referred to provide for the sale of public lands by the register and receiver of the land office of the district in which the lands are situated. If the compensation of those officers is below the maximum they are entitled to a certain percentage on cash entries; but if their salaries amount to the maximum they are not entitled to the percentage. In this case the salaries of the register and receiver, as we are informed by the Commissioner of the General Land Office, were fully up to the maximum allowed by law, therefore they were entitled to no percentage. Such being the fact, the only lawful

charge against our funds for expense of "managing and selling" was that for advertising the sale, amounting to \$19; and yet it appears that the Indian Office did pay to the estate of Hampton Moore, one of said land officers, on the 19th of June, 1862, the sum of \$2,500 for percentage on sales of said lands.

But it seems that the Department resolved on a plan of "managing and selling" unknown to the laws of the United States for the sale of public lands—a plan wholly unnecessary, very expensive, and not authorized by our treaty.

A *place* seems to have been wanted by a hanger-on of the Indian Office, a member of the then Indian ring, and he must be provided for. Accordingly, Mr. Robert S. Stevens was appointed a sort of commissioner to *manage* the sale of our lands, and it is to his peculiar *management* that we are indebted to the fact that those lands were sold for, as we believe, at least \$100,000 less than they would have brought had the sale been conducted according to the laws of the United States for the sale of public lands, as we contracted for in our treaty aforesaid.

The records of the Indian Office show that the instructions to Mr. Stevens were issued on the 15th of May, 1857, and sent to him at Le-compton, Kansas, and were probably received by him some ten days later. The sale did not commence until about the first of July, and was concluded, according to Stevens's report to the Indian Office, on the 15th of July, 1857; and on the 13th of October following he submitted his final report, at which date, of course, his duties ceased. We have no positive knowledge of the precise time Mr. Stevens was actually employed in this, to us, very expensive "managing" business, but it is not probable that he was thus occupied more than three months, or seventy-eight working days, which, at \$4 a day, the price then allowed for similar service, would amount to \$312.

Now, let us see what the Indian Office allowed and paid Mr. Stevens for "managing and selling" our lands. The records of that office show that on the 23d day of October, 1857, ten days after his final report, the Indian Office settled the accounts of Mr. Stevens as *managing* commissioner in selling our lands, and allowed and paid him the sum of \$2,458 30, or about \$32 74 per day. On the 22d of April, 1858, the Indian Office again settled Mr. Stevens's accounts for *managing* the sale of our lands, and allowed and paid him the further sum of \$2,064 50. Again, on the 31st of January, 1859, the Indian Office, for the third time, settled Mr. Stevens's accounts as aforesaid, and allowed and paid him \$1,471 25; and finally, so far as we are able to learn, the Indian Office, on the 2d of March, 1861, for the fourth, and probably the last time, settled the accounts of Mr. Stevens, and paid him the sum of \$1,583; making a total amount of \$7,577 05 paid that gentleman out of our funds, for "managing and selling" our lands—equal to about \$100 a day. This we consider first-rate *managing* on the part of Mr. Stevens, but we certainly demur to his thus *managing* at our expense.

The books of the Indian Office show that \$648 50 was paid to Mr. J. C. McCoy for surveying our lands; we demur to this charge for the reason that the lands were surveyed by the General Land Office, or under its authority, for which that office was paid \$5,000, as before stated.

The records of the Indian Office further reveal the fact that, from the 28th of September, 1858, to the 30th of October, 1862, over \$5,000 of our funds were used for paying salaries to clerks in the Indian Office. Now, ~~the~~ view of the fact that the whole of the business connected with our land sales was transacted in the General Land Office, and none of

it in the Indian Office, it is rather remarkable that the Indian Office should do such an unwarrantable act as to appropriate our funds to the payment of its clerks, especially so in this particular case, for the records of the General Land Office show that the patents for the lands sold had been issued, and the whole business closed (except in a few suspended cases) anterior to the commencement of the payment of clerks of the Indian Office out of our funds. These remarks apply to the payment of \$269 22 to A. Witzleben, in June and July, 1859, for services as draughtsman in the Indian Office. Congress annually appropriates moneys to pay clerks in the Indian Office, (including draughtsman,) and we fail to see any justice, law, or precedent to justify that office in using our money to pay for such service.

On the 19th of July, 1867, the Indian Office paid to Robert Brackenridge and Governor Shannon, out of our funds, the sum of \$2,666 66, attorneys' fees in a tax case before the United States court. This was a case wherein the State of Kansas taxed our lands. We demanded protection from the Indian Office. We had the same right to demand the protection of the Government in that case as we would have in that of any other encroachment upon our reserved rights. We are the wards of the Government, and are entitled to its protection. Our treaties guarantee to us that protection. We cannot go into your courts because we are Indians; could we do so we might perhaps select our own attorneys. In this case the Indian Office employed the attorneys, and we contend that the Government should pay the fees. It was, in fact, a case in which the Government was the real party in interest, for it was bound to protect our property against the unlawful acts of the State as well as those of individuals. This, to us, seems so obvious as to render further argument unnecessary.

On the 30th of December, 1868, the Indian Office paid to Joseph F. Gedney, from our funds, the sum of \$300. On inquiring of Mr. Gedney, we are informed that this sum was in part payment of his bill of some \$2,000 for lithographing and printing a map of the Western States and Territories, particularly designed for the benefit of certain railroad speculators in public lands. The balance of the \$2,000, it is understood, and no doubt will be found to be the case, was divided up and charged against the funds of other Indian tribes. Now, while this map, known as Keeler's map, was a very good thing and valuable to railroad speculators and land grabbers, we protest against having any portion of the expense thereof charged to us. We are too poor to pay for such luxuries for the benefit of white men. If such applications of our funds as we have here enumerated are proper and just, then we say take the whole amount and pay it over to land sharks and the hungry horde of speculators and robbers who constantly hang around and infest our reservations, and give them full liberty to devour our substance and root us out of existence.

In view of what has been stated, is it any wonder that Indian agents should be dishonest in the management of our affairs, when such grossly dishonest and corrupt application is made of the funds of the Indians by the Indian Office.

We have applied to the Secretary of the Interior for a refundment of the moneys thus unlawfully taken from us, but without success. Perhaps that officer dislikes to disturb the doings of his predecessors. Perhaps the actions of the Interior Department, whether right or wrong, are like the laws of the Medes and Persians, unalterable. Perhaps the Interior Department is not willing to uncover the wrong and unlawful

4 ALLEGED MISAPPLICATION OF FUNDS OF CERTAIN INDIANS.

transactions—not to say rascalities—of the Indian Department; but be that as it may, we certainly can get no redress from that quarter.

What we now desire is a thorough examination of the matters referred to in these charges, and such legislation as may be necessary to reimburse our funds to the amount necessary to cover these illegal misapplications of our moneys, and also to prevent any further depredations upon the funds of the Indians; and in this connection it might be well for Congress to investigate and ascertain from whose funds a large force of clerks employed on Keeler's maps, heretofore referred to, were paid by the Indian Office; also, from what funds the expense for engraving, printing, and mounting said maps, and the paper, cloth, &c., used therefor, was paid by said office.

We are, truly,

BAPTISTE + PEORIA.
ED. H. BLACK.
DANIEL EDDY.
JAMES + CHARLEY.
FRANK + VALLEY.

WASHINGTON, D. C., *February 2, 1871*